



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Holt of California, of West Sacramento, for Standby Generator Maintenance and Repair (\$38,316)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute one-year extension of contract with Holt of California, of West Sacramento, for standby generator maintenance and repair, in the amount of \$38,316.

BACKGROUND INFORMATION: The City owns and operates 24 emergency standby generator sets that range in size from 6 kW to 2 mW. The generators are located at facilities where continued operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station. The contract for preventive maintenance and repair for 22 emergency generator sets was executed in the amount of \$35,710. A change order in the amount of \$2,606 was executed which added preventative maintenance for two additional generators (Hutchins Street Square and Library) that were inadvertently left out of the original contract.

Over the past several years, staff has not been able to keep up with the preventative maintenance requirements for its emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime. In order to maximize reliability and useful life of the generator sets while minimizing downtime, staff recommends contracting the preventive maintenance and repair work to an outside vendor.

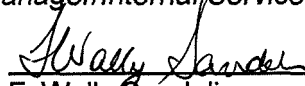
City Council awarded the contract for preventive maintenance and repair to Holt of California on May 4, 2011. Project specifications contain a provision to extend the contract, and Holt of California has agreed to continue to provide the same level of service at no increase in cost to the City. This will be the first of two possible extensions. Due to the high quality of service provided by Holt of California, staff recommends extending the contract for the upcoming fiscal year.

FISCAL IMPACT: Preventative maintenance reduces the frequency of costly repairs and increases reliability of emergency standby generators serving critical facilities.

FUNDING AVAILABLE: Water, Wastewater, Facilities, and Hutchins Street Square funds (180451, 170404, 103511, 347115).


Jordan Ayers

Deputy City Manager/Internal Services Director


F. Wally Sandelin

Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Compliance Engineer

APPROVED: 

Konrad Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT

2011/2012 STANDBY GENERATOR MAINTENANCE AND REPAIR CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this _____ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and HOLT OF CALIFORNIA, hereinafter called "Contractor."

WITNESSETH:

1. WHEREAS; Contractor and Owner entered into the Standby Generator Maintenance and Repair, 2011/2012 Contract on July 13, 2011.
2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.01 Item E, Option to Renew of the Special Provisions.
3. WHEREAS; the contract incorporates additional work set forth in Contract Change Order No. 1. WHEREAS; the contract shall not exceed the new contract price of \$38,316.00 for the duration of this extension.

TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012 and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the Standby Generator Maintenance and Repair, 2011/2012 Contract, attached hereto as Exhibit A, Contract Change Order No. 1, attached hereto as Exhibit B, and made a part hereof as though fully set forth herein.

5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit C, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2012.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

HOLT OF CALIFORNIA.
hereinabove called "Contractor"

KONRADT BARTLAM
City Manager

By: _____
(Print Name)

Attest:

Title: _____

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER, City Attorney

**CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and HOLT OF CALIFORNIA, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted **and** agreed, and by these presents do covenant and agree with each other, **as** follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

- Request for Bid
- Specifications and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to **as** the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the **City**, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such **as** are mentioned in the specifications to be furnished by *the* City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance and repair of standby generators,

ARTICLE II - The **City** hereby promises and agrees with the *Contractor* to employ, **and** does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the **work** according to the terms and conditions for the price herein, and hereby contracts to pay the same **as** set forth in Section 5, Special Provisions, in the manner and upon the conditions above set forth; and **the said** parties ~~for~~ themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive **and** accept the following prices **as** full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of **the nature of** the **work** aforesaid or

CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the **City**, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for **well** and **faithfully** completing **the** work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain 22 standby generators and other incidental and related work in accordance with these specifications, An additional bid item for standby generator repair is a separate bid, This item may be awarded for the full year, a partial year or not at all. The standby generators to be maintained are shown in the Appendix of the Specifications for Generator Maintenance and Repair 2011/2012.

Stand-by Generator Maintenance Service

Project includes a total of two (2) Level 1 inspections per year at 150-day intervals, plus one (1) **annual** Level 2 inspection as described below.

A: PREVENTIVE MAINTENANCE

Inspect each stand-by generator and perform necessary Level 1 preventive maintenance as described in Section 6 Generator Inspection procedures. The contract item Unit Price A is for one inspection, based on two (2) inspections per year at 150-day intervals.

B: PREVENTIVE MAINTENANCE

Inspect each standby generator and perform Level 2 preventive maintenance and inspection as described in Section 6, Generator Inspection Procedures. The contract item Unit Price B is for one inspection per year, with a Level 2 inspection at start of contract and additional Level 2 inspections as requested, but no less than once (1) per year.

C: REPAIR

As needed, perform necessary repair

Maintenance Contract Items	Generator Specifications					Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW		
Facilities (Emergency Senerator)	1988	CAT	580E	DSL	300	\$440.00	\$1,132.00
Firehouse #2	1981	ONAN		DSL	6	\$330.00	\$615.00
Firehouse #3	1975	WISCONSIN KOHLER		PROPANE	7.5	\$330.00	\$615.00
Facilities (Emergency Generator)	1997	CAT OLYMPIAN	CD020	DSL	20	\$330.00	\$615.00

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Maintenance Contract	Generator Specifications					Unit Price A, Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW		
Henning Substation	2009	CAT OLYMPIAN	D80-6	DSL	80	\$330.00	\$615.00
Facilities	2003	FORD CUMMINS	COSM11		20	\$330.00	\$615.00
Well 4R	1996	CAT	SN4	DSL	500	\$440.00	\$1,432.00
Well 5	1996	CAT	SR4B	DSL	230	\$390.00	\$1,032.00
Well 7	1995	CAT	SR4B	DSL	300	\$440.00	\$1,132.00
Well 9	1995	CAT	S4RB	DSL	250	\$390.00	\$1,032.00
Well 13	1969	GM		DSL	100	\$330.00	\$615.00
Well 16	1995	CAT	SR4B	DSL	300	\$440.00	\$1,132.00
Well 21	2001	CAT	SR4B	DSL	230	\$390.00	\$1,032.00
Well 22	2005	OLYMPIAN	D150P6	DSL	150	\$390.00	\$932.00
White Slough	2005	CAT	SR414V	DSL	2000	\$532.00	\$2,575.00
Harney Lane Lift Station	2003	FORD OLYMPIAN	G80431	NG	75	\$330.00	\$615.00
Mokelumne Village Lift Station	2003	FORD OLYMPIAN	G20F3	NG	20	\$330.00	\$615.00
North/East Lift Station	1983	WHITE KOHLER	30RHZ02-10 KW	NG	10	\$330.00	\$615.00
Peterson Park Storm Pump Station & Lift Station	1986	FORD KOHLER	20RZ-20KW		20	\$330.00	\$615.00
Rivergate Sewer Lift Station	2003	FORD OLYMPIAN	G20F3	CNG	20	\$330.00	\$615.00
Tienda Lift Station	1998	FORD OLYMPIAN	98A00423A		30	\$330.00	\$615.00
Woodlake Sanitary Lift Station	1986	FORD ONAN	20OES15R/24164B	NG	20	\$330.00	\$615.00
SUBTOTAL (ALL SITES AT ONE MAINTENANCE INSPECTION EACH)						\$8,142.00	\$19,426.00
SUBTOTAL A X 2 INSPECTIONS						\$16,284.00	
TOTAL						\$16,284.00	\$19,426.00
GRAND TOTAL A + B						\$35,710.00	
Labor and material mark-up for repairs beyond Preventive Maintenance as defined in Section 6. DO NOT include in bid tabulations above.							

**CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR**

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Maintenance Contract Items	Generator Specifications						Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW			
Repair Items								
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR							\$124.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (WEEKENDS)							\$186.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (HOLIDAYS)							\$248.00	
GENERATOR PARTS & MATERIALS MARK-UP (%)							15%	

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the **work** of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument **and** the Bid of the Contractor, then this instrument shall control and nothing herein shall be considered as **an** acceptance of the said terms of **said** bid conflicting herewith.

ARTICLE VI - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions, All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VII - The Contractor agrees to commence work pursuant to this contract **as** directed by the City within **15** days of receipt of Notice to Proceed.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF **EACH** MONTH.

IN WITNESS WHEREOF, the parties to these presents have hereunto set **their** hands the year and date written below.

**CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR**

CONTRACT

CONTRACTOR:

CITY OF LODI

Host of California

By: [Signature]
Konradt Bartlam, City Manager

By: [Signature]
Service Manager
Title

Date: 7-13-11

Attest:

[Signature] Jennifer M. Robison, Assistant
for [Signature] Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]
D. Stephen Schwabauer, City Attorney
[Signature]

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

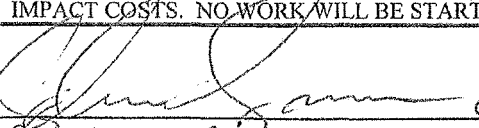

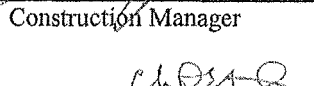
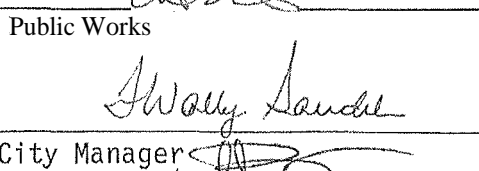
PROJECT: Standby Generator Maintenance	C.O. NO:
CONTRACTOR: Holt of California	PCO NO:
ARCHITECT/ENGINEER: NA	RFI NO:
	FI NO:
Submit Proposal Within 15 Days Upon Receipt of This Request	

Brief Description Of Work

The intention of the Standby Generator Maintenance contract was to incorporate all City generators into one contract. Two generators (Hutchins Street and Library) were unintentionally left out of the original contract. Additionally, the Facilities Department would like to have load testing done on some of the generators (see table below) that are used in emergency situations. These units are tested on a regular-basis, but not under full load conditions.

Generator Name	Work to be Done	Cost
Hutchins Street Square	Preventative Maintenance	\$ 1,980.00
Hutchins Street Square	Load Testing	356.00
Library	Preventative Maintenance	626.00
Library	Load Testing	898.00
Public Safety	Load Testing	1,634.00
Police	Load Testing	1,634.00
Total		\$ 2,606.00 \$ 7,128.00

Request, Proposal, Recommendation And Approval

Requesting Official: Lance Roberts		Date of Request: 09/12/11	Schedule Impact 0 Days
Contractor Proposal Date: N/A		Add Amount: \$ 7,128.00	Deduct Amount: N/A
Reason For Change: Additional work added to original contract by city		Account 103511.7331/347115.7323	
Requested By: Lance Roberts, Water/Wastewater/Streets Superintendent			
CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.			
 Contractor		ORIGINAL CONTRACT \$ 35,710.00	
 Construction Manager		PREVIOUS ADDS \$ 0.00	
 Public Works		PREVIOUS DEDUCTS \$ 0.00	
 City Manager		THIS CHANGE \$ 7128.00	
		CONTRACT TO DATE \$42,838.00	
		CONTRACT TIME ADJUSTMENT 0 DAYS	
		ORIGINAL CONTRACT COMPLETION DATE:	
		ADJUSTED CONTRACT COMPLETION DATE:	



5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| \$4,000,000 Aggregate | \$1,000,000 Bodily Injury - Ea. Occurrence |
| | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

NOTE: Certificate Holder Address: City of Lodi
221 West Pine Street
Lodi CA 95240

RESOLUTION NO. 2012-99

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
ONE-YEAR EXTENSION OF CONTRACT FOR
STANDBY GENERATOR MAINTENANCE AND REPAIR

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WHEREAS: on May 4, 2011, City Council awarded the contract for standby generator maintenance and repair to Holt of California, of West Sacramento, California; and

WHEREAS: a change order in the amount of \$2,606 was executed: which added preventative maintenance for two additional generators that were inadvertently omitted from the original contract; and

WHEREAS, the specifications included an option to renew the contract: and Holt of California has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS: staff recommends executing a one-year extension of the contract with Holt of California.

NOW, THEREFORE: BE IT RESOLVED that the Lodi City Council does hereby approve a one-year extension of the contract with Holt of California: of West Sacramento: California: for standby generator maintenance and repair in the amount of \$38,316; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-99 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Nakanishi

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk